



REQUEST FOR PROPOSAL

For Partnering with

The City of Charlotte

in the

Development Services for

Duke Energy Green Source Advantage Program

RFP #2019-407

Table of Contents

I.	Overview	3
1.	Purpose of Request for Proposal	3
2.	The City of Charlotte	3
3.	Duke Energy Green Source Advantage Program	3
4.	Background	4
5.	City Energy Profile	4
II.	Scope of Work	4
1.	Project Details	4
2.	Project Objectives	5
III.	Procurement Process	6
1.	Schedule	6
2.	Pre-Proposal Webinar	6
3.	Submission of Proposals	6
4.	Correction of Errors	7
5.	Evaluation	7
IV.	Proposal Format	7
1.	Proposal Content	8
V.	Selection Criteria	11
VI.	Conditions	11
1.	Accuracy of RFP and Related Documents.	11
2.	The City's Rights and Options	12
3.	Expense of Submittal Preparation	12
4.	Proposal Conditions	12

I. Overview

1. Purpose of Request for Proposal

The City of Charlotte (City) invites interested parties to respond to this Request for Proposal (RFP) as the City considers development of utility-scale solar installation to serve a portion of the City of Charlotte's electricity need and to reduce the City government's carbon intensity. The City will evaluate partnering with a selected solar developer in responding to Duke Energy's Green Source Advantage (GSA) program's RFP.

2. The City of Charlotte

The City's Sustainability Office and Engineering & Property Management (E&PM) Department are responsible for leading the implementation of the Strategic Energy Action Plan (SEAP). The Sustainability Office and E&PM work with other City departments and partners around the city to improve quality of life in all Charlotte neighborhoods, reduce the City's carbon emissions, and make Charlotte resilient. The Office of Sustainability recently released the SEAP (found in Appendix 3) designed to meet the goals of the [RESOLUTION OF THE CITY OF CHARLOTTE CITY COUNCIL IN SUPPORT OF A SUSTAINABLE AND RESILIENT CHARLOTTE BY THE YEAR 2050](#). This resolution set aggressive and aspirational municipal and community-wide greenhouse gas emissions reduction goals for the City. Specifically, it strives to have City fleet and facilities be fueled by 100% zero-carbon sources by 2030. It also sets a community-wide goal for Charlotte to become a low carbon city by 2050 by reducing greenhouse gas emissions to below 2 tons of CO₂-e per person annually.

3. Duke Energy Green Source Advantage Program

The following information is a high-level overview of the Duke Energy GSA program abased on available information. The full program details and draft Duke GSA program RFP can be found in Duke Energy's March 18, 2019 GSA Compliance Filing to the North Carolina Utilities Commission in Appendix 2.

- i. Program offered for five (5) years or until December 31, 2022, whichever is later
- ii. Self-Supply - Customer negotiates directly with renewable suppliers for renewable energy credits (RECs) associated with the selected facility and **must be in the DEC Distribution or Transmission Queue** to demonstrate project readiness and to qualify.
- iii. Capacity:
 - a. 100 MW of new renewable capacity reserved for major military installations
 - b. 250 MW of new renewable capacity reserved for the University of North Carolina Systems
 - c. 250 MW for all other large business customers (**160 MW DEC** and 90 MW DEP)
 - d. Contracted amount of capacity capped at no more than 125% of the maximum annual peak demand of the eligible customer
 - e. Capacity for military and UNC systems is reserved for three (3) years; available capacity at expiration is made available to other eligible customers
- iv. Eligibility:
 - a. New and existing loads
 - b. Loads of >1 MW or aggregation of multiple sites > 5 MW (must be within same service territory)
 - c. Participation is on a "first-come, first-served" basis
- v. Participation Options:
 - a. Two (2) to twenty (20) year contract terms
 - b. Bill credit levels:
 - i. Avoided Cost five (5) year
 - ii. Avoided Cost two (2) year
 - iii. Hourly a Day Ahead Rate

4. Background

The City is committed to supporting wise investments today that will yield significant energy and cost savings and carbon footprint reductions in future years. To date, the City has installed the following renewable energy projects:

Location / Address	Size (KW, kBtu)	Date Installed
Charlotte Water Cogeneration Engine	1MW	Early 2017
CMGC Parking Deck Solar PV	9.36 KW	December, 2011
Fire Station 39 Solar Thermal	168 kBtu/day	November, 2008
Fire Station 40 Solar Thermal	168 kBtu/day	May, 2010
Fire Station 42 Solar Thermal	168 kBtu/day	December, 2011
CMPD Metro Division Office Solar Thermal	168 kBtu/day	August, 2009
Discovery Place Parking Garage Solar PV	5.8KW	February, 2012
CATS S. Tryon Bus Maintenance Solar PV	250KW	November, 2012
FS-41 Solar PV	100 KW	July, 2012
CDOT Northpointe Solar PV	113 KW	Mid-2010
CLT Center Airport	236 KW	December, 2011

We also have several Geothermal Vertical Closed-Loop Installations completed, under construction or designed. The City values the role that renewable energy can play in climate adaptation, energy reliability, long-term strategic energy procurement, reducing Peak Load Contribution, fulfilling REC requirements, stimulating the local economy and creating jobs. Implementing another renewable energy project would add value to those areas.

5. City Energy Profile

During the period from February 2018 to February 2019 the City consumed approximately 447,000 MWh. The City's aggregated demand is approximately 110 MW. The City purchases its electricity through Duke Energy Carolinas (DEC) apart from McDowell Creek Wastewater Treatment Plant which is served by Energy United Energy Cooperative.

II. Scope of Work

1. Project Details

This RFP seeks Proposers willing to supply the City with solar electric energy under a long-term power purchase agreement (PPA) from one or more solar power plant(s) located in the North Carolina DEC territory with a strong preference for a solar power plant (Plant) located as close to Charlotte as possible. The City will then evaluate partnering with a selected solar developer in responding to the Duke Energy GSA program's RFP. The City intends to acquire the RECs from the output and either sell at market price or voluntarily retire in support of the City's sustainability goals at the option of the City. The City will not own or manage the facility, but will commit to a long-term PPA for its output. The City has a history of supporting renewable energy, through City owned and City leased onsite generation. The PPA contemplated by this RFP is intended to add to the City's commitment to renewable energy and lower our carbon intensity. The City is requesting proposals for a Plant that will supply a larger percentage of our electricity load with clean,

renewable energy at a competitive price. The City prefers projects to be cost-effective when applying a more holistic accounting method to account for carbon costs, education and workforce development benefits, etc. consistent with the SEAP goals. The City is interested in contracting for up to twenty (20) years. The City is interested in purchasing 67,000- 134,000 MWh (15-30% of load) of renewable energy and associated RECs annually, but will consider solar development projects outside of that range. The City may consider a partnership with other potential buyers, which would mean a larger Plant. Information on how projects can maximize co-benefits including reducing carbon pollution, creating local and clean energy jobs, or creating opportunities for minority and women owned business enterprises should be included with proposals. Entering a long-term PPA with a Plant(s) near Charlotte would provide these co-benefits more directly to the Charlotte region. Restrictions and limitations specific to local government organizations will be critical to structuring a contract. Per North Carolina law, the City must procure large scale renewable energy through the Duke Energy GSA program. Please refer to Duke Energy's March 18, 2019 Green Source Advantage Compliance Filing to the North Carolina Utilities Commission in Appendix 2.

2. Project Objectives

The City has specific goals (listed in priority order below) in issuing this solicitation for the development of a Plant:

- i. To provide the City with long-term price stability for a material portion of its electricity supply portfolio that will improve carbon intensity for its operations.
- ii. To demonstrate the City's commitment to clean and renewable energy by taking steps that will result in cleaner air, lower greenhouse gas emissions and sustainable energy sources for the citizens of Charlotte and fellow North Carolinians and to enhance the public awareness of those actions.
- iii. To source the renewable energy from a Plant within DEC and as close as possible proximity to Charlotte's city limits such to encourage local economic and community benefits including employment opportunities from disadvantaged business enterprises and a diverse workforce. Proximity to Charlotte will also provide a greater impact on actual City emissions in the long run by influencing the carbon intensity of the EPA's RFC greenhouse gas emissions factor.

III. Procurement Process

1. Schedule

A general outline of the procurement schedule and project process has been provided below. The City will make every effort to hold to this schedule:

Date	Event	Responsible Party
6/7/2019	RFP Issued	City
6/11/2019	Deadline for submission of Clarifying Questions prior to Pre-proposal Webinar: Proposers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be e-mailed to Heather Bolick at heather.bolick@charlottenc.gov . Questions are due by 5:00 p.m. EST on June 11, 2019.	Proposers
6/13/2019 10:00 a.m. EST	Pre-Proposal Webinar 10:00 a.m. EST Link to join webinar: https://bluejeans.com/499152354?src=join_info Meeting ID: 499 152 354	City
6/13/2019	Deadline for submission of Clarifying Questions following the Pre-proposal Webinar: Proposers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be e-mailed to Heather Bolick at heather.bolick@charlottenc.gov . Questions are due by 11:59 p.m. EST on June 13, 2019.	Proposers
6/19/2019	Response to clarifying questions posted at http://charlottenc.gov/epmcontracts and https://www.ips.state.nc.us/ips/	City
6/28/2019	Proposal Submission: Proposal must be received by 5:00 p.m. EST on June 28, 2019 at 531 Spratt Street, Charlotte, NC, 28206. Proposals should be addressed to Engineering & Property Management, Building Services Division, Attn: Heather Bolick	Proposers
7/15/2019	*Notice of Selection	City
8/12/2019	*Respond to Duke Energy Green Source Advantage Program RFP <i>This date is approximate as Duke has not announced the release date.</i>	City & Selected Proposer

*If applicable: After further analysis of proposer offers, the City may choose NOT to participate in the GSA program.

2. Pre-Proposal Webinar

A Pre-Proposal Webinar will be conducted on June 13, 2019 at 10:00 a.m. EST. The meeting may be accessed by using this link: https://bluejeans.com/499152354?src=join_info Meeting ID: 499 152 354

3. Submission of Proposals

One (1) electronic copy of the narrative on a CD or flash drive in searchable Adobe Acrobat .pdf format, one (1) electronic copy of the bid sheet in excel format and one (1) unbound original and complete Proposal signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal shall be submitted to the address listed in Section III.1 above by June 28, 2019, on or before but no later than 5:00 p.m. EST. Late submissions will not be accepted. The "original" Proposal and the digital version thereof shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. Proposals sent by fax will not be accepted. Do not arrive at the Building Services Division Spratt Street Office on the Proposal due

date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until City Council approves a partnership with the selected proposer under this RFP and any trade secret issues have been resolved.

4. Correction of Errors

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Proposer further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

5. Evaluation

As part of the evaluation process, the City's Sustainability Office and E&PM Department may engage in discussions with any Proposer. Discussions might be held with individual Proposers to determine in greater detail the Proposer's qualifications, to explore with the Proposer the scope and nature of the required Scope of Work, to learn the Proposer's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City. The City may in its discretion require one or more Proposers to make presentations to the Sustainability Office and E&PM Department for an interview. During such interview, the Proposer may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Proposers will be notified in advance of the time and format of such meetings. Since the City may choose to award the Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Proposer's best offer for performing the Scope of Work described in this RFP.

IV. Proposal Format

The City desires all Proposals to be identical in format to facilitate comparison. Although the City's format may represent departure from the Proposer's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- i. Cover letter as requested in Subsection 1.1;
- ii. Executive Summary as requested in Subsection 1.2;
- iii. Plant Description and Timeline as requested in Subsection 1.3;
- iv. Bid Sheet in Excel format as requested in Subsections 1.3.6 and 1.5.1;
- v. Project Team Experience and Relevant Project Descriptions as requested in Subsection 1.4;
- vi. Financial and Business Experience Summary as requested in Subsection 1.5;
- vii. Co-benefits as requested in Subsection 1.6;
- viii. Alternative Proposals as requested in Subsection 1.7

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. Proposals are limited to a maximum of 25 printed numbered pages. Required forms, resumes, tabs/dividers, and the cover letter do not count toward the page limit. All submissions should use double-sided copying and be unbound with tab dividers corresponding to the content requirements specified below. Each Proposer shall also deliver an electronic copy of its Proposal on a compact disk or thumb drive including the entire Proposal in a searchable Adobe Acrobat .pdf format. Proposers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Proposer to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

1. Proposal Content

1.1 Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone and facsimile numbers of the Proposer along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. Each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

1.2 Executive Summary (maximum 4 pages)

Summarize the major factors or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Proposer desires to make. It should be designed specifically for use by individuals that may not have a technical background. It should provide an overview of the Plant, pricing proposal, the project timeline, and include a summary of the firm's experience with similar projects.

1.3 Plant Description and Timeline

1.3.1 *Plant Description*

Provide a high-level overview of the Plant including:

- Plant (project) name(s).
- Nameplate capacity (in MW) of entire Plant. If the Plant has phases, provide the capacity of the phase you propose for the City.
- Brief description of the technology to be used (e.g., "ground-mounted single-axis tracking PV manufactured by YY").

1.3.2 *Plant location*

Provide the location of the proposed Plant including Longitude and latitude of the Plant site, and the name of the nearest city or town. The Plant must be in the DEC territory with a strong preference for a Plant located as close to Charlotte as possible. The City will NOT consider Plants that are currently operating.

1.3.3 *Development status of the Plant*

A narrative description of the status of the Plant's development, including an anticipated schedule of any major agreements, studies, or permits (including land use permits and interconnection) needed or already in place. The site must be in the DEC Distribution or Transmission queue:

(<https://www.duke-energy.com/business/products/renewables/generate-your-own/interconnection-queue>).

Include a description of Proposer's control of the Plant's site (own vs. lease). If the site is leased, describe the remaining term of the lease(s) and any material conditions related to the lease(s). The Proposer should clarify their intent for ownership of the Plant and state any intentions to sell the Plant following construction or thereafter for the lifetime of the agreement.

1.3.4 *Plant Schedule and Commercial Date*

Provide a summary schedule for the Plant and Contract signing. Any Contract will require City Council approval and the Plant must provide a commercial operation date no sooner than July 2020 and a Guaranteed Start Date of January 1, 2021.

1.3.5 *Renewable attributes*

Provide a summary of renewable energy features attributable to the Plant. The City must obtain title to all RECs associated with the City's purchase of renewable electricity from the Plant. Responsibility to register, track, input and manage the creation of RECs shall be the responsibility of the Proposer prior to their transfer to the City. Identify if Proposer can provide certification or additional attributes associated with the renewable energy attributes (Green-e®, etc.).

1.3.6 *Expected output*

Provide a summary electricity generation profile of the Plant in both data and graphs. The Plant must have sufficient capacity to supply the City roughly 67,000-134,000 MWh of renewable energy annually. The Proposal must specify expected output. The Proposer may provide options for a Plant and Contract with a guaranteed minimum output. The Proposer may also provide an option for additional capacity as the City may consider a partnership with other potential buyers. In addition, provide the following in **Appendix 1**:

- Expected annual generation (in MWh) factoring in deteriorating conversion efficiencies.
- P90 Hourly Generation Profile

1.4 Project Team and Experience

Submit an organizational chart that clearly identifies the roles and relationships of all key team members.

1.4.1 *Organization Chart*

Submit an organizational chart that clearly identifies the roles and relationship of all key team members and current planned subcontractors. Demonstrate, with narrative and references that team has satisfactorily completed similar Plants in the past. **Notify the City and explain claims of any kind which may be pending against such work.**

1.4.2 *Team Member Qualifications*

1.4.3 Provide resumes showing the relevant experience, qualifications and educational background of up to ten (10) individual team members assigned to this project. Demonstrate, with narrative and references that team members and personnel have satisfactorily performed similar work in the past. *Project Work Plan and Milestones* Describe your proposed management plan for building the Plant (if necessary).

1.4.4 *Safety Report*

Submit a record of your firm's relevant experience related to safety during construction and operations.

1.4.5 *Project History and Client References*

Provide at least 3 (three) and no more than 5 (five) client references. Each client reference shall include the following information: Plant Name, Location, Type of Plant, Size, Output, Capacity Factor, Total Project Dollar Amount (installed project costs or PPA terms), Construction Start and End Dates; Personnel associated with this

project and their specific roles and responsibilities (limit to those proposed for this project); Current name, title, telephone and email addresses of a representative with whom your firm did business on the project.

1.4.6 *Subcontractor Qualifications*

Provide background information for each of the identified subcontractors who will be involved on this project during construction or operation. Information should include the following:

- Firm's Name, Type Location, Project Contact(s), Federal EIN, Year Firm was Established, Parent Company
- Firm History on similar projects, including contract values
- Resumes of the principal individuals who will be directly involved in this project
- Firm's previous history working with the Proposer (if applicable)
- Information on whether the company is a M/W/DBE as registered with the City of Charlotte or other organization

1.5 Financial and Business Experience Summary

1.5.1 Description of Financial Terms

Please provide the following in the RFP Submittal Excel Workbook in Appendix 1:

- Proposed Plant location (lat, lon)
- Fully functional financial model showing: year over year PPA price, expected annual production, and total cost. Make sure to show modelling without an escalator, of ten (10), fifteen (15) and twenty (20)-year terms.

1.5.2 Descriptions of Proposer's financial strength and capabilities

Provide a narrative description of the sources of financing for the development of the Plant, and identification of the entity that will be the Plant's controlling owner. Additionally, provide:

- the total number of renewable energy projects placed in service by Proposer, including the capacity, location, and type
- Proposer's financial capacity to secure equity for the project and manage all elements of the project development (including construction).
- Provide Proposer's credit rating from each rating agency if available.

If applicable, provide necessary documents for the City to perform all diligence required to obtain comfort with the parent guaranty, ownership and/or LLC structure provided by Proposer as well as sources for the termination payment owed by Proposer during an event of partial completion.

1.5.3 Descriptions of Plant Development Risks

As available, please provide the following:

- Independent engineer report performed by a reputable independent engineering firm satisfactory to the City
- Environmental study performed by a reputable firm satisfactory to City

- Proof of insurance with adequate coverage for asset replacement value in the event of a material loss
- Financing plan and Letters of Intent with various lenders and tax equity investors
- Operation and Maintenance Plan for the Plant.

1.5.4 Disclosure of Conflicts, Claims or other Matters

Disclose any work for another entity which may impair the ability to perform the scope and responsibilities under this RFP. Disclose any outstanding claims or other matters which may impair the ability to perform, whether financial or otherwise.

1.6 Co-benefits

Describe local economic or community benefits resulting from the project implementation including:

- Employment opportunities from disadvantaged business enterprises and a diverse workforce
- Educational opportunities offered to the community
- Availability of detailed generation data that the City could use in reporting and press releases
- Unique environmental or economic considerations that distinguish the facilities
- Other relevant details the respondent would like to provide.

1.7 Alternative Proposals

Proposers may provide alternative solutions to reach the project goals as outlined above including options that reach commercial operation at a later date or that provide renewable energy to the City through other means. Any alternative proposal must include a full description of the solution (as outlined in the technical solution section above) to be considered by the City.

V. Selection Criteria

Selection will be based on the following criteria, reviewed in an evaluation process conducted by the City and its experts. These criteria are listed in order of priority.

- Best value based on review of cost proposal for proposed solution and strengths, weaknesses, opportunities, and threats
- Proposal's ability to meet the Project Objectives as described above in Section II.2.
- Qualifications of Proposer
- Exceptions to the Sample Contract

VI. Conditions

1. Accuracy of RFP and Related Documents.

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a Proposer rely on any oral statement by the City or its agents, advisors or consultants, including the City's Representative.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by the City, the Proposer should immediately notify the City of such potential discrepancy in writing, and a written addendum may be issued if the City determines clarification necessary. Each Proposer requesting an interpretation will be responsible for delivering such requests to the City Representative as directed in Section II of this RFP.

2. The City's Rights and Options

The City reserves the following rights, which may be exercised at the City's sole discretion:

- i. To supplement, amend, substitute or otherwise modify this RFP at any time;
- ii. To cancel this RFP with or without the substitution of another RFP;
- iii. To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP (collectively, the "Scope of Work") that would be in the best interests of the City;
- iv. To issue additional requests for information;
- v. To require one or more Proposers to supplement, clarify or provide additional information for the City to evaluate the Proposals submitted;
- vi. To conduct investigations with respect to the qualifications and experience of each Proposer;
- vii. To waive any defect or irregularity in any Proposal received;
- viii. To reject any or all Proposals;
- ix. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- x. To award all, none, or any part of the Scope of Work that is in the best interest of the City, including without limitation award one or a portion of the Solar Projects proposed by a Proposer, or multiple Solar Projects to multiple Proposers, or any combination thereof, which may be done without or without re-solicitation.
- xi. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- xii. To enter into any agreement deemed by the City to be in the best interest of the City.

3. Expense of Submittal Preparation

The City accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Proposer that enters the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

4. Proposal Conditions

The following terms are applicable to this RFP and the Proposer's Proposal.

i. RFP Not an Offer

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and the Proposer execute a Contract. No recommendations or conclusions from this RFP process concerning the Proposer shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina.

ii. Right to Terminate Discussions

The Proposer's participation in this process might result in the City selecting the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a

commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

iii. Requirement for Representation as to Accuracy and Completeness of Proposal

Each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”**

iv. Trade Secrets/Confidentiality

Upon the date of City Council approval of the Proposer selected by the Evaluation Committee for award hereunder, your Proposal will be considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 *et. seq.* After such date, members of the public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Proposal submitted in response to this RFP is governed by Chapter 132 and 66-152 *et. seq.* of the General Statutes of North Carolina. If any Proposal contains trade secret information as defined by Chapter 66-152 *et. seq.* of the General Statutes of North Carolina, such trade secret information should be specifically, and clearly identified in accordance with this Section.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope and on separate CD for electronic files, marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a Proposal, each Proposer agrees that the City, upon the Proposal due date, may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process. Furthermore, each Proposer agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred relating to refusing to disclose any material, which the Proposer has designated as a trade secret. **Any Proposer that designates its entire Proposal as a trade secret may be disqualified.**

v. Prohibited Discrimination.

The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City’s website (the “Non-Discrimination Policy”). As a condition of entering into the Contracts that may result from this RFP, the Proposer agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Proposer retaliate against any person or entity for reporting instances of such discrimination. The Proposer

shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all its subcontracting and supply opportunities on City contracts, if nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into an Agreement that may result from this RFP, the Proposer agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with the Agreement; and (b) if requested, provide to the City within thirty (30) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Proposer has used on City contracts in the past five (5) years, including the total dollar amount paid by the Proposer on each subcontract or supply contract. The Proposer shall further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Proposer agrees to provide to the City from time to time on the City's request, payment affidavit detailing the amounts paid by the Proposer to subcontractors and suppliers in connection with the Contracts within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. The Proposer understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of the Contracts and may result in contract termination, disqualification of the Proposer from participating in City contracts and other sanctions.

vi. Statutory Requirements

The Contracts awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

vii. Reservation of Right to Change Schedule

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

viii. Reservation of Right to Amend RFP

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to the internet at <http://charlottenc.gov/epmcontracts> and <https://www.ips.state.nc.us/ips/>. Proposers are required to acknowledge their receipt of each addendum by including the Addenda Receipt Confirmation Form set forth in "Required Forms," Form One with their Proposal.

ix. Additional Evidence of Ability

Proposers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

x. No Collusion or Conflict of Interest

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

xi. Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Proposer. The City reserves the right to negotiate price and the Scope of Work. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Proposer chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contracts, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

xii. Proposal Binding for 180 Days

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Proposer and include such individual's name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Contract. The City shall have the option to accept subject to exception by any applicable Contract.

xiii. Subcontracting

The Proposer given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Proposer shall remain the prime contractor and will assume all responsibility for the performance of the Scope of Work that are supplied by the applicable subcontractor(s). Additionally, the City must be named as a third-party beneficiary in all subcontracts.

xiv. Use of The City Name

No advertising, sales promotion or other materials of the Proposer or its agents or representatives may identify or reference the City, in any manner absent the prior written consent of the City.

xv. Withdrawal for Modification of Proposals

Proposers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only facsimile, emails, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the City prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "**Modifications to Proposal.**"

xvi. No Contact

As of the Proposal due date and until the date of approval by City Council of an award under this RFP, each Proposer shall refrain from contacting any employee of the City or member of the Evaluation Committee except for written requests to the City Representative in accordance with the foregoing section and Section III.1 above.

xvii. No Bribery

In submitting a response to this RFP, each Proposer certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

xviii. Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Duke Energy GSA program terms attached to this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Duke Energy GSA program terms attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.

xix. Fair Trade Certifications

By submission of a Proposal, the Proposer certifies that regarding this procurement:

- a. The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
- b. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

xx. Clarification of Ambiguities

Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

xxi. Proposer’s Obligation to Fully Inform Themselves

Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposer’s own risk.

xxii. Disclaimer

Each Proposer must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.